



DELAWARE HEALTH  
AND SOCIAL SERVICES  
DIVISION OF MANAGEMENT  
SERVICES  
1901 N. DuPont Highway  
New Castle, DE 19720

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**REQUEST FOR PROPOSAL NO. PSCO-834**

**FOR**

**FAMILY PLANNING SERVICE (TITLE X)**

**FOR**

**THE DIVISION OF PUBLIC HEALTH  
DELAWARE HEALTH AND SOCIAL SERVICES  
417 FEDERAL STREET  
JESSE COOPER BUILDING  
DOVER, DE 19901**

Deposit	Waived
Performance Bond	Waived

**Date Due: December 1, 2008  
11:00 A.M. LOCAL TIME**

**A mandatory pre-bid meeting** will be held on **October 27, 2008 at 10:00 a.m.** at Delaware Health and Social Services, Herman M. Holloway Sr. Campus, Procurement Branch, Main Administration Building, South Loop, First Floor Conference Room #198, 1901 North DuPont Highway, New Castle, DE 19720. **"All Bidders Who Wish To Bid On This Proposal Must Be Present, On Time, At The Mandatory Pre-Bid Meeting. No Proposals Will Be Accepted From Bidders Who Either Did Not Attend The Mandatory Pre-Bid Meeting Or Who Are More Than Fifteen (15) Minutes Late."**

## REQUEST FOR PROPOSAL #PSCO-834

**Bids** for Family Planning Services (Title X) for the Division of Public Health, Delaware Health and Social Services, 417 Federal Street, Jesse Cooper Building, Dover, DE 19901 will be **received** by the Delaware Health and Social Services, Herman M. Holloway Sr. Campus, Procurement Branch, Main Administration Building, South Loop, Second Floor, Room #259, 1901 North DuPont Highway, New Castle, Delaware 19720, until **11:00 a.m. local time December 1, 2008**. At which time the proposals will be opened and read.

A **mandatory pre-bid meeting** will be held on **October 27, 2008 at 10:00 a.m.** at Delaware Health and Social Services, Herman M. Holloway Sr. Campus, Procurement Branch, Main Administration Building, 1901 North DuPont Highway, South Loop, First Floor Conference Room #198, New Castle, DE 19720. For further information, please contact Norman Clendaniel at (302) 744-4920.

In the event that state offices are closed on the day of the pre-bid meeting due to a State of Emergency declared by the Governor of Delaware, the pre-bid meeting will be cancelled or postponed. The status of the pre-bid meeting will be posted to the RFP website as soon as possible at [www.dhss.delaware.gov/dhss/rfp/dhssrfp.htm](http://www.dhss.delaware.gov/dhss/rfp/dhssrfp.htm). If the pre-bid meeting is cancelled, written questions will be accepted, in lieu of the pre-bid meeting, in accordance with the instructions presented in Section VI. D. of this document. If the pre-bid meeting is postponed, the new date and time will be posted to the RFP website.

All RFP-PSCOs can be obtained online at [www.dhss.delaware.gov/dhss/rfp/dhssrfp.htm](http://www.dhss.delaware.gov/dhss/rfp/dhssrfp.htm). A brief "Letter of Interest" must be submitted with your proposal. Specifications and administration procedures may be obtained at the above office or phone (302) 255-9290.

**NOTE TO VENDORS:** Your proposal must include the forms in Appendices A, B, C and D signed and all information on the forms complete. **"All Bidders Who Wish To Bid On This Proposal Must Be Present, On Time, At The Mandatory Pre-Bid Meeting. No Proposals Will Be Accepted From Bidders Who Either Did Not Attend The Mandatory Pre-Bid Meeting Or Who Are More Than Fifteen (15) Minutes Late."**

### NOTIFICATION TO BIDDERS

Bidder shall list all contracts awarded to it or its predecessor firm(s) by the State of Delaware; during the last three years, by State Department, Division, Contact Person (with address/phone number), period of performance and amount. The Evaluation/Selection Review Committee will consider these Additional references and may contact each of these sources. Information regarding bidder performance gathered from these sources may be included in the Committee's deliberations and factored in the final scoring of the bid. Failure to list any contract as required by this paragraph may be grounds for immediate rejection of the bid."

There will be a ninety (90) day period during which the agency may extend the contract period for renewal if needed.

If a bidder wishes to request a debriefing, they must submit a formal letter to the Procurement Administrator, Delaware Health and Social Services, Main Administration Building, Second Floor, South Loop, 1901 North DuPont Highway, Herman M. Holloway Sr., Health and Social Services Campus, New Castle, Delaware 19720, within ten (10) days after receipt of "Notice of Award". The letter must specify reasons for the request.

If you do not intend to submit a bid you are asked to return the face sheet with "NO BID" stated on the front with your company's name, address and signature.

**IMPORTANT:** ALL PROPOSALS MUST HAVE OUR RFP NUMBER (PSC834) ON THE OUTSIDE ENVELOPE. IF THIS NUMBER IS OMITTED YOUR PROPOSAL WILL IMMEDIATELY BE REJECTED.

**FOR FURTHER BIDDING INFORMATION PLEASE CONTACT:**

SANDRA SKELLEY  
DELAWARE HEALTH AND SOCIAL SERVICES  
PROCUREMENT BRANCH  
MAIN BLD-2<sup>ND</sup> FLOOR –ROOM #259  
1901 NORTH DUPONT HIGHWAY  
HERMAN M. HOLLOWAY SR. HEALTH AND  
SOCIAL SERVICES CAMPUS  
NEW CASTLE, DELAWARE 19720  
PHONE: (302) 255-9290

**IMPORTANT: DELIVERY INSTRUCTIONS**

IT IS THE RESPONSIBILITY OF THE BIDDER TO ENSURE THAT THE PROPOSAL HAS BEEN RECEIVED BY THE DEPARTMENT OF HEALTH AND SOCIAL SERVICES BY THE DEADLINE.

**REQUEST FOR PROPOSAL FOR FAMILY PLANNING SERVICES (TITLE X PROGRAM)  
FOR  
DELAWARE DIVISION OF PUBLIC HEALTH**

**Availability of Funds**

Funds are available for the selected vendor to provide services in the area of **FAMILY PLANNING SERVICES (TITLE X PROGRAM)**. Contract renewal is possible for up to four additional years contingent on funding availability and task performance.

**Pre-Bid Meeting**

A pre-bid meeting will be required. The meeting will be **October 27, 2008 at 10:00 am** at the following location.

Delaware Health and Social Services  
Herman Holloway, Sr. Social Services Campus  
Main Administration Building, 1<sup>st</sup> Floor, Room 198  
1901 N. Dupont Highway, New Castle, DE 19720

All bidders who wish to bid on this proposal must be present on time at the **mandatory pre-bid meeting**. No proposals will be accepted from agencies that either did not attend the mandatory Pre-Bid Meeting or who are MORE than 15 minutes late. Bidders may ask clarifying questions regarding this request for proposal at the pre bid meeting. Responses to questions posed at the pre-bid meeting will be distributed to bidders attending the pre-bid meeting.

**Further Information**

Inquiries regarding this RFP should be addressed to:

Norman W. Clendaniel  
Division of Public Health  
417 Federal Street  
Dover, DE 19901

norman.clendaniel@state.de.us  
Phone (302) 744-4920  
Fax (302) 739-6653

### **Restrictions on Communications with State Staff**

From the issue date of this RFP until a contractor is selected and the selection is announced, bidders are NOT allowed to contact any Division of Public Health staff, except those specified in this RFP, regarding this procurement. Contact between contractors and Norman W. Clendaniel is restricted to emailed or faxed questions concerning this proposal. Questions must be submitted in writing and will be addressed in writing.

Questions are due by October 23, 2008 4:30 pm local time and will be addressed at the pre-bid meeting. The complete list of questions and their answers will be released via e-mail or fax to the vendors that submitted any questions or attended the pre-bid meeting. The complete list of questions and their answers will also be posted on the internet at <http://www.dhss.delaware.gov/dhss/rfp/dhssrfp.htm>

**REQUEST FOR PROPOSAL FOR FAMILY PLANNING SERVICES (TITLE X PROGRAM)  
FOR  
DELAWARE DIVISION OF PUBLIC HEALTH**

**I. INTRODUCTION**

**A. Background**

The mission of the Division of Public Health is to protect and enhance the health of the people of Delaware. The Division accomplishes its mission by:

- working together with others;
- addressing issues that affect the health of Delawareans;
- keeping track of the State's health;
- promoting positive lifestyles;
- promoting the availability of health services.

The accomplishment of this mission will facilitate the Division in realizing its vision of creating an environment in which people in Delaware can reach their full potential for a healthy life.

The purpose of the Delaware Family Planning Program is to promote healthy, planned pregnancies, as well as, reduce and eliminate the incidence of unhealthy, unplanned pregnancies. This is accomplished through fertility and contraception counseling, as well as, promotion of good reproductive health.

Contraceptive counseling addresses both female and male anatomy and physiology, as well as, contraceptive methods including abstinence. Good reproductive health is promoted through 1) diagnosis, treatment and prevention of the transmission of Sexually Transmitted Diseases (STDs) and Human Immunodeficiency Virus (HIV), 2) early diagnosis of cancer through medical examination (breast, testicular and pelvic), Papanicolaou (Pap) smear, Liquid-based Cytology and/or colo-rectal cancer screening, and 3) testing, diagnosis, counseling or referral for other medical conditions that complicate healthy reproduction including Anemia, Diabetes, Cholesterol and lipid levels, Hepatitis B and certain genetic factors.

## **B. Project Goals**

The goals of the project are in compliance with applicable State and Federal requirements regarding delivery of Family Planning services. Bidders selected through this Request for Proposal must:

Improve and maintain their organization's knowledge of, and compliance with, Title X Guidelines and Policies;

Work to increase community awareness and use of Title X services;

Work to improve their organization's service delivery to assure capacity and access to serve a diverse population including the un and under insured, adolescent, minority and hard-to-reach female and male populations in Delaware;

Encourage sexually active adolescents to use counseling and other services to avoid unplanned pregnancy, STDs and HIV;

Work to increase Delawarean's access to family planning services;

Improve and maintain financial management of their organization through service delivery efficiency, securing supplies and equipment at the most cost effective pricing, and efficiently billing insurances and clients where policy permits; and

Promote and comply with Federal Legislative Mandates, Program Priorities and Key Issues as listed in the following:

## **C. Legislative Mandates**

The following legislative mandates have been part of the Title X appropriations language for each of the last several years. Title X family planning services projects should include administrative, clinical, counseling, and referral services necessary to ensure adherence to these requirements.

- None of the funds appropriated in this Act may be made available to any entity under Title X of the Public Health Service Act unless the applicant for the award certifies to the Secretary that it encourages family participation in the decision of minors to seek family planning services and that it provides counseling to minors on how to resist attempts to coerce minors into engaging in sexual activities.

- Notwithstanding any other provision of law, no provider of services under Title X of the Public Health Service Act shall be exempt from any State law requiring notification or the reporting of child abuse, child molestation, sexual abuse, rape, or incest."

#### **D. Program Priorities**

Each year the Office of Family Planning establishes program priorities that represent overarching goals for the Title X program. Project plans should be developed that address the 2009 Title X program priorities, and should provide evidence of the project's capacity to address program priorities as they evolve in future years. The 2009 program priorities are as follows:

1. Assuring ongoing high quality family planning and related preventive health services that will improve the overall health of individuals, with priority for services to individuals from low-income families;
2. Assuring access to a broad range of acceptable and effective family planning methods and related preventive health services that include natural family planning methods, infertility services, and services for adolescents; highly effective contraceptive methods; breast and cervical cancer screening and prevention services that correspond with nationally recognized standards of care; STD and HIV prevention education, counseling, testing, and referral; adolescent abstinence counseling; and other preventive health services. The broad range of services does not include abortion as a method of family planning;
3. Assuring compliance with State laws requiring notification or the reporting of child abuse, child molestation, sexual abuse, rape, or incest;
4. Encouraging participation of families, parents, and/or legal guardians in the decision of minors to seek family planning services; and providing counseling to minors on how to resist attempts to coerce minors into engaging in sexual activities;
5. Addressing the comprehensive family planning and other health needs of individuals, families, and communities through outreach to hard-to-reach and/or vulnerable populations, and partnering with other community based health and social service providers that provide needed services."



## **E. Key Issues**

In addition to the Program Priorities, the following key issues have implications for Title X services projects, and should be considered in developing the program plan:

1. Cost of contraceptives and other pharmaceuticals;
2. Efficiency and effectiveness in program management and operations;
3. Management and decision-making through performance measures and accountability for outcomes;
4. Linkages and partnerships with community-based and faith-based organizations;
5. Addressing Centers for Disease Control and Prevention (CDC's) "Revised Recommendations for HIV Testing of Adults, Adolescents, and Pregnant Women in Health Care Settings," and incorporating "ABC" concepts for HIV prevention counseling (that is, "A" for extramarital abstinence; "B" for be faithful in marriage or committed relationships; and, "C" for correct and consistent condom use. For individuals at increased risk for contracting or transmitting HIV, the message should include "A," "B," and "C";
6. The use of electronic technologies, such as electronic grants management capabilities, electronic health information infrastructures, electronic access to health quality information, and similar electronic systems;
7. Data collection (such as the Family Planning Annual Report [FPAR]) for use in monitoring performance and improving family planning services;
8. Service delivery improvement through translation into practice of research outcomes that focus on family planning and related population issues; and
9. Utilizing practice guidelines and recommendations developed by recognized national professional organizations and Federal agencies, in the provision of evidence-based Title X clinical services."

## **II. SCOPE OF SERVICES**

All components listed in this section are mandatory.

This section describes the contractor responsibilities. Tasks are associated with a project deliverable when appropriate. The Department reserves the

right to negotiate the requirements and associated reimbursement with the selected contractor relative to monitoring tasks listed below.

**A. Provision of Family Planning Services.**

The contractor will be required to provide family planning services in accordance with State and Federal requirements, specifically those requirements found in Part III, Sections 7 and 8 of the "Program Guidelines For Project Grants For Family Planning Services", (the Project Guidelines), issued by US Office of Population Affairs, Office of Family Planning (Appendix V).

**B. Develop Quality Assurance Procedures and Monitoring of Service Delivery.**

The contractor will develop monitoring procedures to insure that services are rendered to patients in accordance with sound medical practice and as described in the Project Guidelines, issued by US Office of Population Affairs, Office of Family Planning. (Appendix V)

**C. Title X Compliance**

This section is intended to be an overview for providers contracted to provide family planning services under Delaware's Title X Program. The overview is intended to provide a summary of critical processes and sample forms to assist contracted providers to fully participate in the Title X Program.

In brief, providers contracted with the Delaware Title X Family Planning Program perform the following:

- Provide family planning services to clients.
- Maintain medical records for all family planning clients in compliance with the "Program Guidelines For Project Grants For Family Planning Services". (Appendix V)
- Invoice the Title X program for unduplicated clients served, bill other medical insurances for clients serviced and charge clients on a sliding scale.
- Utilize the Family Planning Cooperative Purchasing Program (FPCPP) and 340B Drug Pricing Program to benefit from reduced cost supplies for their family planning practice.

- Report all family planning clients served on their Family Planning Annual Report (FPAR). (Appendix U)

### **1. Program Guidelines For Project Grants For Family Planning Services**

The “Program Guidelines For Project Grants For Family Planning Services” (Program Guidelines) (Appendix V), issued by U.S. Department of Health and Human Services (DHHS), Office of Population Affairs (OPA), describes the requirements for the Delaware Title X Family Planning Program. Specific family planning methods and clinical processes described in the Program Guidelines are applicable to contracted providers only where contracted to provide those services. Statements regarding patient consent, confidentiality, medical records keeping requirements and other non-method specific procedural practices are requirements of all contractors enrolled in the program.

### **2. Services**

Full services of the Program are described in the “Program Guidelines For Project Grants For Family Planning Services”. Contracted providers may provide all of these services or some of these services. Details about the extent of a contractor’s practice services are included in their contract. Included in the forms section of this document, is a form titled “Services Provided”. (Appendix G) The “Services Provided” form must be completed to document the array of family planning methods and services a contractor provides.

### **3. Contract**

Details regarding reimbursement rates and other specific requirements are included in the selected bidder’s contract.

### **4. Invoices**

Contracted providers are required to invoice the program regularly as stated in the terms of the provider contract. A “sample invoice” is included in the forms section of this document. (Appendix R) Invoicing frequency may be either monthly or quarterly. However, invoices must be submitted timely (within 30 days) to allow program staff to closely monitor expenditures.

### **5. Billing Medical Insurances**

Payment from the Delaware Title X Program does not preclude a contracted provider from billing medical insurances. Current Delaware Title X payments are a once per contract year payment per unduplicated client. Where a client has existing medical insurance coverage for a family planning service, an invoice for that client shall not be submitted to

the Delaware Family Planning Program. Where a client has no medical insurance coverage, or medical insurance that does not cover a service provided under the Delaware Family Planning Program (and the client's income is less than 250% of the Federal Poverty Level), an invoice for that client should be submitted to the Delaware Family Planning Program. For all clients receiving family planning services as defined under Title X, use of the 340B Drug Program, Family Planning Cooperative Purchasing Program and reporting on the Family Planning Annual Reporting (FPAR) are appropriate.

#### **6. Sliding Fee Scale**

Each contracted provider must develop a sliding fee scale (based on their costs and operation). The fee scale should not charge any client with income at, or below, 100% Federal Poverty Level (FPL). In addition, adolescent patients age 19, or under, who are seeking confidential services (without involvement of parent or guardian) must have payment assessment solely based on the adolescent's income per the Project Guidelines. Charges to patients above 100% FPL should be graduated at reasonable intervals with a minimum of three levels (a sample sliding fee scale is attached) (Appendix S). Bidders **must** adapt Appendix T of this RFP to submit a sliding fee scale as part of their response to the RFP.

#### **7. Family Planning Cooperative Purchasing Program (FPCPP)**

Contracted providers in the Delaware Title X Program are eligible to participate in the Family Planning Cooperative Purchasing Program (FPCPP) and benefit from the reduced costs for supplies available through the FPCPP for their family planning practice. To obtain more information, view the FPCPP sites at <http://www.fpcpp.org/>.

#### **8. 340B Drug Pricing Program**

Contracted providers in the Delaware Title X Program are eligible to participate in the 340B Drug Pricing Program and benefit from the reduced costs for supplies available through the 340B Drug Pricing Program for their family planning practice. To obtain more information, view the 340B Drug Pricing Program site at <http://bphc.hrsa.gov/opa/howto.htm>.

#### **9. Family Planning Annual Report (FPAR)**

All clients receiving family planning services from a contracted provider, must be reported by the contracted provider on their Family Planning Annual Report (FPAR). The FPAR reporting requirement includes family planning clients for whom the provider did not invoice Title X due to income above 250% FPL (or other reasons stated in the provider contract). Clients are reported for all income levels, as well as, clients who paid on a

sliding fee scale or for whom medical insurance reimbursements were received. Details about the FPAR are included as an attachment to your provider contract.

#### **10. Definition of a Title X Family Planning Client**

A Title X Family Planning client is any client who receives family planning services from a contracted provider in the Title X Family Planning Program. Services and medical records of such clients must be maintained in accordance with Title X requirements and reported on the Family Planning Annual Report (FPAR) regardless of whether a Title X payment has been made for that specific client. For all of these clients, a contracted provider may use products and supplies obtained through the Family Planning Cooperative Purchasing Program (FPCPP) and 340B Drug Pricing Program.

#### **11. Program Required Forms (Examples)**

The “Program Guidelines For Project Grants For Family Planning Services” indicates forms that are required for a Family Planning practice under Title X. The forms listed below, and forms included as attachments, are only examples of some of these forms. Contracted providers may choose to use another form that includes the required information and meets the same purpose, including:

- Patient Consent (An example appears in Appendix N)
- Method Specific Consent (An example for ORTHO EVRA PATCH – BIRTH CONTROL PATCH is included in Appendix O)
- Employee Awareness of Confidential and Voluntary Nature of Program (An example appears in Appendix P)
- Services Provided
- Sliding Fee Scale (An example appears in Appendix S)
- Invoice (An example appears in Appendix R)
- Family Planning Reception Area Sign (An example appears in Appendix Q)

#### **12. Site Reviews**

Contracted providers in the Delaware Family Planning network must participate and cooperate with site review activities conducted by State and Federal staff. Site reviews include review of client records, contractor financial records, contractor administrative materials and policies, and, review of provider outreach materials and activities. Review activity may take place on an annual basis and, at a minimum, once every three years.

#### **13. Confidential and Voluntary Nature of Services**

Clients served in the Delaware Family Planning network accept services on a voluntary basis. Client confidentiality must be maintained. Client voluntary and confidential policies found in the "Program Guidelines", as well as, the Health Insurance Portability and Accountability Act (HIPAA) govern the privacy and security of patient treatment and information.

#### **14. Culturally Competent Service Delivery**

Services provided by bidders selected and contracted under this RFP must be delivered with cultural competency in terms of language, race, ethnicity, as well as, any demographic variable whose consideration would improve and enhance the effectiveness of services.

#### **15. Required Program Forms For This RFP**

In addition to other forms identified as required with submission of a proposal in response to this RFP, a bidder **must** complete the following forms related to budget, service delivery and policy:

- APPENDIX F - Client Capacity By Category By Service Site
- APPENDIX G - SERVICES PROVIDED
- APPENDIX H - SERVICE SITE INFORMATION
- APPENDIX I - Staffing Inventory
- APPENDIX J - Budget/Funding Projections
- APPENDIX K – Federal Title X Compliance Form
- APPENDIX T - Charges, Billing, and Collections For Family Planning Services

### **III. SPECIAL TERMS AND CONDITIONS**

#### **A. Length of Contract**

Contract term is 12 months with the possibility of renewal for up to four additional years contingent on funding and additional needs to be addressed.

#### **B. Subcontractors**

The use of subcontractors will be permitted for this project.

If a subcontractor is going to be used, this needs to be specified in the proposal, with an identification of the proposed subcontractor, the service(s) to be provided, and its qualifications to provide such service(s).

Subcontractors will be held to the same requirements as the primary contractor. The contract with the primary contractor will bind sub or co-contractors to the primary contractor by the terms, specifications, and

standards of the RFP. All such terms, specifications, and standards shall preserve and protect the rights of the agency under the RFP and any subsequent proposals and contracts with respect to the services performed by the sub or co-contractor, so that the sub or co-contractor will not prejudice such rights. Nothing in the RFP shall create any contractual relation between any sub or co-contractor and the agency.

The proposed subcontractors must be approved by the Division of Public Health.

### **C. Funding Disclaimer Clause**

Delaware Health and Social Services reserves the right to reject or accept any bid or portion thereof, as may be necessary to meet the Department's funding limitations and processing constraints. The Department reserves the right to terminate any contractual agreement upon fifteen (15) calendar days written notice in the event the state determines that state or federal funds are no longer available to continue said contractual agreement.

### **D. Reserved Rights**

Notwithstanding anything to the contrary, the Department reserves the right to:

- Reject any and all proposals received in response to this RFP;
- Select a proposal other than the one with the lowest cost;
- Waive or modify any information, irregularities, or inconsistencies in proposals received;
- Negotiate as to any aspect of the proposal with the bidder and negotiate with more than one bidder at a time;
- If negotiations fail to result in an agreement within two (2) weeks, the Department may terminate negotiations and select the most responsive bidder, prepare and release a new RFP, or take such other action as the Department may deem appropriate.

### **E. Termination Conditions**

The Department may terminate the contract resulting from this RFP at any time that the vendor fails to carry out its provisions or to make substantial progress under the terms specified in this RFP and the resulting proposal.

Prior to taking the appropriate action as described in the contract, the Department will provide the vendor with thirty (30) days notice of

conditions endangering performance. If after such notice the vendor fails to remedy the conditions contained in the notice, the Department shall issue the vendor an order to stop work immediately and deliver all work and work in progress to the State. The Department shall be obligated only for those services rendered and accepted prior to the date of notice of termination.

The Contract may be terminated in whole or part:

- a) by the Department upon five (5) calendar days written notice for cause or documented unsatisfactory performance,
- b) by the Department upon fifteen (15) calendar days written notice of the loss of funding or reduction of funding for the stated Contractor services,
- c) by either party without cause upon thirty (30) calendar days written notice to the other Party, unless a longer period is specified.

#### **F. Contractor Monitoring**

The contractor may be monitored on-site on a regular basis by representatives from the Division of Public Health. Failure of the contractor to resolve any problem(s) identified in the monitoring may be cause for termination of the contract.

#### **G. Payment:**

The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt. The contractor or vendor must accept full payment by procurement (credit) card and or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

### **IV. FORMAT AND CONTENT OF RESPONSE**

Proposals shall contain the following information, adhering to the order as shown:

#### **A. Bidder's Signature Form**



This form, found in the Appendix A, must be completed and signed by the bidder's authorized representative.

## **B. Title Page**

The Title page shall include: 1) the RFP subject; 2) the name of the applicant; 3) the applicant's full address; 4) the applicant's telephone number; 5) the name and title of the designated contact person; and 6) bid opening date (**due date: December 1, 2008 11:00am**).

## **C. Table of Contents**

The Table of Contents shall include a clear and complete identification of information presented by section and page number.

## **D. Qualifications and Experience**

This section shall contain sufficient information to demonstrate experience and staff expertise to carry out the project. A statement must be included that the vendor either has or certifies he/she will secure a Delaware Business License prior to initiation of the project. Attach articles of incorporation and IRS certification of tax exempt status if applicable.

The specific individuals who will work on this project must be identified, along with the nature and extent of their involvement. The qualifications of these individuals shall be presented (in resumes or other formats). If conducting this project will require hiring of one or more individuals who are not currently employed by the bidding organization, applications shall provide detailed job descriptions, including required qualifications and experience.

If subcontractors are to be used, the proposal shall also contain similar information regarding each subcontractor.

## **E. Bidder References**

The names and phone numbers of at least three (3) organizations/agencies for whom the vendor carried out a similar project must be included. If no similar project has been conducted, others requiring comparable skills can be used.

Bidder shall list all contracts awarded to it or its predecessor firm(s) by the State of Delaware; during the last three years, by State Department,

Division, Contact Person (with address/phone number), period of performance and amount. The Evaluation/Selection Review Committee will consider these additional references and may contact each of these sources. Information regarding bidder performance gathered from these sources may be included in the Committee's deliberations and factored in the final scoring of the bid. Failure to list any contract as required by this paragraph may be grounds for immediate rejection of the bid.

#### **F. Proposed Methodology and Work Plan**

This section shall describe in detail the approach that will be taken to carry out the activities described in the Scope of Services section of this RFP. Specific completion dates for the various tasks must be shown. The workplan shall outline specific objectives, activities and strategies, and resources.

#### **G. Statements of Compliance**

The bidder must include statements that the applicant agency complies with all Federal and Delaware laws and regulations pertaining to equal opportunity and affirmative action. In addition, compliance must be assured in regard to Federal and Delaware laws and regulations relating to confidentiality and individual and family privacy in health care delivery and in the collection and reporting of data. (See Appendix C)

#### **H. Standard Contract**

Appendix E is a copy of the standard boilerplate contract for the State of Delaware, Delaware of Health and Social Services, Division of Public Health. This boilerplate will be the one used for any contract resulting from this Request for Proposal. If a bidder has an objection to any contract provisions or the RFP and its procurement provisions, objections shall be stated in the Transmittal Letter of the bidder's proposal.

### **V. BUDGET**

Vendor will submit a line item budget describing how funds will be utilized. Budget should include an amount per hour along with an estimation of time per activity. Modifications to the budget after the award must be approved by the Division of Public Health.

Applicants shall also describe any factors that may have an impact on the cost and should suggest a payment schedule contingent upon completion of the various tasks.

## **VI. GENERAL INSTRUCTIONS FOR SUBMISSION OF PROPOSALS**

### **A. Number of Copies Required**

Two (2) signed originals and six (6) copies of responses to this RFP shall be submitted to:

Mrs. Sandra Skelley, Procurement Administrator  
Division of Management Services  
Delaware Health and Social Services  
Main Administration Building  
Second Floor, Room 259  
1901 North duPont Highway  
New Castle, DE 19720

Proposals shall be typed, double-spaced, on 8-1/2 by 11 inch paper.

### **B. Closing Date**

All responses must be received no later than **December 1, 2008 at 11:00 a.m.** Later submission will be cause for disqualification.

### **C. Notification of Acceptance**

Notification of the Department's intent to enter into contract negotiations will be made in writing to all bidders.

### **D. Questions**

All questions concerning this Request for Proposal must be in writing and can be either mailed, faxed, or emailed to: Norman W. Clendaniel, Division of Public Health, 417 Federal Street, Dover, Delaware 19901. Fax number: (302) 739-6653 Email: [Norman.clelland@state.de.us](mailto:Norman.clelland@state.de.us). Deadline for submission of all questions is October 23, 2008 4:30 pm local time. Written responses will be faxed or emailed to bidders no later than November 3, 2008 4:30 pm local time. Please include your fax number and/or your email address with your request.

### **E. Amendments to Proposals**

Amendments to proposals will not be accepted after the deadline for proposal submission has passed. The State reserves the right at any time

to request clarification and/or further technical information from any or all applicants submitting proposals.

#### **F. Proposals Become State Property**

All proposals become the property of the State of Delaware and will not be returned to the bidders. The State will not divulge the specific contents of any proposal to the extent that the applicant(s) identity(ies) would be disclosed. This information is privileged and confidential.

#### **G. Non-Interference Clause**

The awarding of this contract and all aspects of the awarded bidders contractual obligations, projects, literature, books, manuals, and any other relevant materials and work will automatically become property of the State of Delaware. The awarded bidder will not in any manner interfere or retain any information in relationship to the contractual obligations of said contract, at the time of the award or in the future tense.

#### **H. Investigation of Bidder's Qualifications**

The Delaware Health and Social Services may make such investigation as it deems necessary to determine the ability of the bidder to furnish the required services, and the bidder shall furnish such data as the Department may request for this purpose.

#### **I. RFP and Final Contract**

The contents of the RFP will be incorporated into the final contract and will become binding upon the successful bidder. If the bidder is unwilling to comply with any of the requirements, terms, and conditions of the RFP, objections must be clearly stated in the proposal. Objections will be considered and may be subject to negotiation at the discretion of the state.

#### **J. Proposal and Final Contract**

The contents of each proposal will be considered binding on the bidder and subject to subsequent contract confirmation if selected. The contents of the successful proposal will be included by reference in the resulting contract.

All prices, terms, and conditions contained in the proposal will remain fixed and valid for one (1) year after proposal due date.

#### **K. Cost of Proposal Preparation**

All costs for proposal preparation will be borne by the bidder.

#### **L. Proposed Timetable**

The Department's proposed schedule for reviewing proposals is outlined as follows:

<b><u>Activity</u></b>	<b><u>Date</u></b>
Bid Opening	December 1, 2008
Selection Process Begins	December 8, 2008
Vendor Selection	December 15, 2008
Project Begins	April 1, 2008

#### **M. Confidentiality and Debriefing**

The Procurement Administrator shall examine the proposal to determine the validity of any written requests for nondisclosure of trade secrets and other proprietary data identified in conjunction with the Attorney General's Office. After award of the contract, all responses, documents, and materials submitted by the offeror pertaining to this RFP will be considered public information and will be made available for inspection, unless otherwise determined by the Director of Purchasing, under the laws of the State of Delaware. All data, documentation, and innovations developed as a result of these contractual services shall become the property of the State of Delaware. Based upon the public nature of these Professional Services (RFP) Proposals an offeror must inform the state in writing, of the exact materials in the offer which CANNOT be made a part of the public record in accordance with Delaware's Freedom of Information Act, Title 29, Chapter 100 of the Delaware Code.

If a bidder wishes to request a debriefing, he must submit a formal letter to the Procurement Administrator, Herman M. Holloway Campus, Delaware Health and Social Services Main Building, 2nd Floor, Room 259, 1901 N. duPont Highway, New Castle, Delaware 19720 within 10

days after receipt of Notice of Award. The letter must specify reasons for the request.

## **VII. SELECTION PROCESS**

All proposals submitted in response to this RFP will be reviewed by an evaluation team composed of representatives of the Division of Public Health, Delaware Health and Social Services, and others as may be deemed appropriate by the Department. Each proposal will be independently reviewed and rated against review criteria. Selection will be based upon the recommendations of the review committee.

### **A. Proposal Evaluation Criteria**

The vendor will be selected through open competition and based on the review of proposals submitted in response to this request for proposals. A technical review panel will review all proposals utilizing the following criteria. A maximum of 100 points is possible.

<b><u>Category</u></b>	<b><u>Weight</u></b>
Meets mandatory RFP provisions (including required services and mandatory forms).	Pass/Fail
Understanding of the requirements and ability to provide the service, including: <ol style="list-style-type: none"><li>1. Qualifications/experience of vendor</li><li>2. Inclusion of all requested elements</li><li>3. Resources available</li></ol>	40
Methodology proposed, including: <ol style="list-style-type: none"><li>1. Services proposed fit needs as expressed in RFP</li><li>2. Proposed activities follow a logical sequence</li></ol>	20
Adequacy of workplan & schedules <ol style="list-style-type: none"><li>1. Time line</li></ol>	20

2. Builds on existing work/infrastructure

Cost proposal

20

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Upon selection of a vendor, a Division of Public Health representative will enter into negotiations with the bidder to establish a contract.

#### **B. Project Costs and Proposed Scope of Service**

The Department reserves the right to award this project to a bidder other than the one with the lowest cost or to decide not to fund this project at all. Cost will be balanced against the score received by each bidder in the rating process. The State of Delaware reserves the right to reject, as technically unqualified, proposals that are unrealistically low if, in the judgment of the evaluation team, a lack of sufficient budgeted resources would jeopardize project success.



**APPENDIX A:**

***BIDDERS SIGNATURE FORM***



**DELAWARE HEALTH AND SOCIAL SERVICES  
REQUEST FOR PROPOSAL**

**BIDDERS SIGNATURE FORM**

NAME OF BIDDER: \_\_\_\_\_  
SIGNATURE OF AUTHORIZED PERSON: \_\_\_\_\_  
TYPE IN NAME OF AUTHORIZED PERSON: \_\_\_\_\_  
TITLE OF AUTHORIZED PERSON: \_\_\_\_\_  
STREET NAME AND NUMBER: \_\_\_\_\_  
CITY, STATE, & ZIP CODE: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
TELEPHONE NUMBER: \_\_\_\_\_  
FAX NUMBER: \_\_\_\_\_  
DATE: \_\_\_\_\_  
BIDDER'S FEDERAL EMPLOYERS IDENTIFICATION NUMBER: \_\_\_\_\_  
DELIVERY DAYS/COMPLETION TIME: \_\_\_\_\_  
F.O.B.: \_\_\_\_\_  
TERMS: \_\_\_\_\_

**THE FOLLOWING MUST BE COMPLETED BY THE VENDOR:**

AS CONSIDERATION FOR THE AWARD AND EXECUTION BY THE DEPARTMENT OF HEALTH AND SOCIAL SERVICES OF THIS CONTRACT, THE (COMPANY NAME) \_\_\_\_\_  
HEREBY GRANTS, CONVEYS, SELLS, ASSIGNS, AND TRANSFERS TO THE STATE OF DELAWARE ALL OF ITS RIGHTS, TITLE AND INTEREST IN AND TO ALL KNOWN OR UNKNOWN CAUSES OF ACTION IT PRESENTLY HAS OR MAY NOW HEREAFTER ACQUIRE UNDER THE ANTITRUST LAWS OF THE UNITED STATES AND THE STATE OF DELAWARE, RELATING THE PARTICULAR GOODS OR SERVICES PURCHASED OR ACQUIRED BY THE DELAWARE HEALTH AND SOCIAL SERVICES DEPARTMENT, PURSUANT TO THIS CONTRACT.

**APPENDIX B:**  
***CERTIFICATION SHEET***



**DELAWARE HEALTH AND SOCIAL SERVICES  
REQUEST FOR PROPOSAL**

**CERTIFICATION SHEET**

As the official representative for the proposer, I certify on behalf of the agency that:

- a. They are a regular dealer in the services being procured.
- b. They have the ability to fulfill all requirements specified for development within this RFP.
- c. They have independently determined their prices.
- d. They are accurately representing their type of business and affiliations.
- e. They will secure a Delaware Business License.
- f. They have acknowledged that no contingency fees have been paid to obtain award of this contract.
- g. The Prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other contractor or with any competitor;
- h. Unless otherwise required by Law, the prices which have been quoted in this offer have not been knowingly disclosed by the contractor and prior to the award in the case of a negotiated procurement, directly or indirectly to any other contractor or to any competitor; and
- i. No attempt has been made or will be made by the contractor in part to other persons or firm to submit or not to submit an offer for the purpose of restricting competition.
- j. They have not employed or retained any company or person (other than a full-time bona fide employee working solely for the contractor) to solicit or

secure this contract, and they have not paid or agreed to pay any company or person (other than a full-time bona fide employee working solely for the contractor) any fee, commission percentage or brokerage fee contingent upon or resulting from the award of this contract.

- k. They (check one) operate \_\_\_an individual; \_\_\_a Partnership \_\_\_a non-profit (501 C-3) organization; \_\_\_a not-for-profit organization; or \_\_\_for profit corporation, incorporated under the laws of the State of \_\_\_\_\_.
- l. The referenced offerer has neither directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this bid submitted this date to Delaware Health and Social Services.
- m. The referenced bidder agrees that the signed delivery of this bid represents the bidder's acceptance of the terms and conditions of this invitation to bid including all Specifications and special provisions.
- n. They (check one): \_\_\_\_\_are; \_\_\_\_\_are not owned or controlled by a parent company. If owned or controlled by a parent company, enter name and address of parent company:
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

**Violations and Penalties:**

Each contract entered into by an agency for professional services shall contain a prohibition against contingency fees as follows:

1. The firm offering professional services swears that it has not employed or retained any company or person working primarily for the firm offering professional services, to solicit or secure this agreement by improperly influencing the agency or any of its employees in the professional service procurement process.
2. The firm offering the professional services has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working primarily for the firm offering professional services, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this agreement; and

3. For the violation of this provision, the agency shall have the right to terminate the agreement without liability and at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

The following conditions are understood and agreed to:

- a. No charges, other than those specified in the cost proposal, are to be levied upon the State as a result of a contract.
- b. The State will have exclusive ownership of all products of this contract unless mutually agreed to in writing at the time a binding contract is executed.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature & Title of Official Representative

\_\_\_\_\_  
Type Name of Official Representative

## **APPENDIX C**

### *STATEMENTS OF COMPLIANCE FORM*



**DELAWARE HEALTH AND SOCIAL SERVICES  
REQUEST FOR PROPOSAL**

**STATEMENTS OF COMPLIANCE FORM**

As the official representative for the contractor, I certify on behalf of the agency that\_\_\_\_\_ (Company Name) will comply with all Federal and Delaware laws and regulations pertaining to equal employment opportunity and affirmative action. In addition, compliance will be assured in regard to Federal and Delaware laws and regulations relating to confidentiality and individual and family privacy in the collection and reporting of data.

Authorized Signature:\_\_\_\_\_

Title:\_\_\_\_\_

Date:\_\_\_\_\_



## **APPENDIX D**

### **OFFICE OF MINORITY AND WOMEN BUSINESS ENTERPRISE SELF- CERTIFICATION TRACKING FORM**



## OFFICE OF MINORITY AND WOMEN BUSINESS ENTERPRISE SELF- CERTIFICATION TRACKING FORM

IF YOUR FIRM WISHES TO BE CONSIDERED FOR ONE OF THE CLASSIFICATIONS LISTED BELOW, THIS PAGE MUST BE SIGNED, NOTARIZED AND RETURNED WITH YOUR PROPOSAL.

---

COMPANY NAME \_\_\_\_\_

NAME OF AUTHORIZED REPRESENTATIVE (Please print) \_\_\_\_\_

SIGNATURE \_\_\_\_\_

COMPANY ADDRESS \_\_\_\_\_

TELEPHONE # \_\_\_\_\_

FAX # \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

FEDERAL EI# \_\_\_\_\_

STATE OF DE BUSINESS LIC# \_\_\_\_\_

Note: Signature of the authorized representative must be of an individual who legally may enter his/her organization into a formal contract with the State of Delaware, Delaware Health and Social Services.

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Organization Classifications (Please circle)

Women Business Enterprise (WBE) Yes/No

Minority Business Enterprise (MBE) Yes/No

Please check one---Corporation \_\_\_\_\_

Partnership \_\_\_\_\_ Individual \_\_\_\_\_

---

For appropriate certification (WBE), (MBE), (DBE) please apply to Office of Minority and Women Business Enterprise Phone # (302) 739-4206 L. Jay Burks, Executive Director Fax# (302) 739-1965 Certification # \_\_\_\_\_ Certifying Agency \_\_\_\_\_  
<http://www.state.de.us/omwbe>

---

SWORN TO AND SUBSCRIBED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20 \_\_\_\_\_

NOTARY PUBLIC \_\_\_\_\_ MY COMMISSION EXPIRES \_\_\_\_\_

CITY OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_ STATE OF \_\_\_\_\_

## Definitions

**The following definitions are from the State Office of Minority and Women Business Enterprise.**

**Women Owned Business Enterprise (WBE):**

At least 51% is owned by women, or in the case of a publicly owned enterprise, a business enterprise in which at least 51% of the voting stock is owned by women; or any business enterprise that is approved or certified as such for purposes of participation in contracts subject to women-owned business enterprise requirements involving federal programs and federal funds.

**Minority Business Enterprise (MBE):**

At least 51% is owned by minority group members; or in the case of a publicly owned enterprise, a business enterprise in which at least 51% of the voting stock is owned by minority group members; or any business enterprise that is approved or certified as such for purposes of participation in contracts subjects to minority business enterprises requirements involving federal programs and federal funds.

**Corporation:**

An artificial legal entity treated as an individual, having rights and liabilities distinct from those of the persons of its members, and vested with the capacity to transact business, within the limits of the powers granted by law to the entity.

**Partnership:**

An agreement under which two or more persons agree to carry on a business, sharing in the profit or losses, but each liable for losses to the extent of his or her personal assets.

**Individual:**

Self-explanatory

For certification in one of above, the bidder must contract:

L. Jay Burks

Office of Minority and Women Business Enterprise

(302) 739-4206

Fax (302) 739-5561

## **APPENDIX E**

### *Contract Boilerplate*



**DELAWARE HEALTH  
AND SOCIAL SERVICES**

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**DPH CONTRACT # \_\_\_\_\_  
BETWEEN  
THE DIVISION OF PUBLIC HEALTH,  
DELAWARE DEPARTMENT OF HEALTH & SOCIAL SERVICES,  
AND  
[Contractor]  
FOR  
[TYPE OF SERVICE]**

**A. Introduction**

1. This contract is entered into between the Delaware Department of Health and Social Services (the Department), Division of \_\_\_\_\_ (Division) and \_\_\_\_\_ (the Contractor).
2. The Contract shall commence on \_\_\_\_\_ and terminate on \_\_\_\_\_ unless specifically extended by an amendment, signed by all parties to the Contract. Time is of the essence. (Effective contract start date is subject to the provisions of Paragraph C. 1. of this Agreement.)

**B. Administrative Requirements**

1. Contractor recognizes that it is operating as an independent Contractor and that it is liable for any and all losses, penalties, damages, expenses, attorney's fees, judgments, and/or settlements incurred by reason of injury to or death of any and all persons, or injury to any and all property, of any nature, arising out of the Contractor's negligent performance under this Contract, and particularly without limiting the foregoing, caused by, resulting from, or arising out of any act of omission on the part of the Contractor in their negligent performance under this Contract.
2. The Contractor shall maintain such insurance as will protect against claims under Worker's Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under this Contract. The Contractor is an independent contractor and is not an employee of the State.
3. During the term of this Contract, the Contractor shall, at its own expense, carry insurance with minimum coverage limits as follows:

a) Comprehensive General Liability                      \$1,000,000  
and

	b) Medical/Professional Liability	\$1,000,000/ \$3,000,000
or	c) Misc. Errors and Omissions	\$1,000,000/\$3,000,000
or	d) Product Liability	\$1,000,000/\$3,000,000

All contractors must carry (a) and at least one of (b), (c), or (d), depending on the type of service or product being delivered.

If the contractual service requires the transportation of Departmental clients or staff, the contractor shall, in addition to the above coverage, secure at its own expense the following coverage:

e) Automotive Liability (Bodily Injury)	\$100,000/\$300,000
f) Automotive Property Damage (to others)	\$ 25,000

4. Notwithstanding the information contained above, the Contractor shall indemnify and hold harmless the State of Delaware, the Department and the Division from contingent liability to others for damages because of bodily injury, including death, that may result from the Contractor's negligent performance under this Contract, and any other liability for damages for which the Contractor is required to indemnify the State, the Department and the Division under any provision of this Contract.
5. The policies required under Paragraph B. 3. must be written to include Comprehensive General Liability coverage, including Bodily Injury and Property damage insurance to protect against claims arising from the performance of the Contractor and the contractor's subcontractors under this Contract and Medical/Professional Liability coverage when applicable.
6. The Contractor shall provide a Certificate of Insurance as proof that the Contractor has the required insurance. The certificate shall identify the Department and the Division as the "Certificate Holder" and shall be valid for the contract's period of performance as detailed in Paragraph A. 2.
7. The Contractor acknowledges and accepts full responsibility for securing and maintaining all licenses and permits, including the Delaware business license, as applicable and required by law, to engage in business and provide the goods and/or services to be acquired under the terms of this Contract. The Contractor acknowledges and is aware that Delaware law provides for significant penalties associated with the conduct of business without the appropriate license.
8. The Contractor agrees to comply with all State and Federal licensing standards and all other applicable standards as required to provide services under this Contract, to assure the quality of services provided under this Contract. The Contractor shall immediately notify the Department in writing of any change in the status of any accreditations, licenses or

certifications in any jurisdiction in which they provide services or conduct business. If this change in status regards the fact that its accreditation, licensure, or certification is suspended, revoked, or otherwise impaired in any jurisdiction, the Contractor understands that such action may be grounds for termination of the Contract.

a) If a contractor is under the regulation of any Department entity and has been assessed Civil Money Penalties (CMPs), or a court has entered a civil judgment against a Contractor or vendor in a case in which DHSS or its agencies was a party, the Contractor or vendor is excluded from other DHSS contractual opportunities or is at risk of contract termination in whole, or in part, until penalties are paid in full or the entity is participating in a corrective action plan approved by the Department.

A corrective action plan must be submitted in writing and must respond to findings of non-compliance with Federal, State, and Department requirements. Corrective action plans must include timeframes for correcting deficiencies and must be approved, in writing, by the Department.

The Contractor will be afforded a thirty (30) day period to cure non-compliance with Section 8(a). If, in the sole judgment of the Department, the Contractor has not made satisfactory progress in curing the infraction(s) within the aforementioned thirty (30) days, then the Department may immediately terminate any and/or all active contracts.

9. Contractor agrees to comply with all the terms, requirements and provisions of the Civil Rights Act of 1964, the Rehabilitation Act of 1973 and any other federal, state, local or any other anti discriminatory act, law, statute, regulation or policy along with all amendments and revision of these laws, in the performance of this Contract and will not discriminate against any applicant or employee or service recipient because of race, creed, religion, age, sex, color, national or ethnic origin, disability or any other unlawful discriminatory basis or criteria.
10. The Contractor agrees to provide to the Divisional Contract Manager, on an annual basis, if requested, information regarding its client population served under this Contract by race, color, national origin or disability.
11. This Contract may be terminated in whole or part:
  - a) by the Department upon five (5) calendar days written notice for cause or documented unsatisfactory performance,
  - b) by the Department upon fifteen (15) calendar days written notice of the loss of funding or reduction of funding for the stated Contractor services as described in Appendix B,
  - c) by either party without cause upon thirty (30) calendar days written notice to the other Party, unless a longer period is specified in Appendix A.

In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, models, maps, photographs, and reports or other material prepared by Contractor under this contract shall, at the option of the Department, become the property of the Department.

In the event of termination, the Contractor, upon receiving the termination notice, shall immediately cease work and refrain from purchasing contract related items unless otherwise instructed by the Department.

The Contractor shall be entitled to receive reasonable compensation as determined by the Department in its sole discretion for any satisfactory work completed on such documents and other materials that are usable to the Department. Whether such work is satisfactory and usable is determined by the Department in its sole discretion.

Should the Contractor cease conducting business, become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or assets, or shall avail itself of, or become subject to any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or protection of the rights of creditors, then at the option of the Department, this Contract shall terminate and be of no further force and effect. Contractor shall notify the Department immediately of such events.

12. Any notice required or permitted under this Contract shall be effective upon receipt and may be hand delivered with receipt requested or by registered or certified mail with return receipt requested to the addresses listed below. Either Party may change its address for notices and official formal correspondence upon five (5) days written notice to the other.

To the Division at:

Division of Public Health  
417 Federal Street  
Dover, DE 19901  
Attn: Support Services Section

To the Contractor at:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

13. In the event of amendments to current Federal or State laws which nullify any term(s) or provision(s) of this Contract, the remainder of the Contract will remain unaffected.



14. This Contract shall not be altered, changed, modified or amended except by written consent of all Parties to the Contract.
15. The Contractor shall not enter into any subcontract for any portion of the services covered by this Contract without obtaining prior written approval of the Department. Any such subcontract shall be subject to all the conditions and provisions of this Contract. The approval requirements of this paragraph do not extend to the purchase of articles, supplies, equipment, rentals, leases and other day-to-day operational expenses in support of staff or facilities providing the services covered by this Contract.
16. This entire Contract between the Contractor and the Department is composed of these several pages and the attached Appendix \_\_\_\_.
17. This Contract shall be interpreted and any disputes resolved according to the Laws of the State of Delaware. Except as may be otherwise provided in this contract, all claims, counterclaims, disputes and other matters in question between the Department and Contractor arising out of or relating to this Contract or the breach thereof will be decided by arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the State of Delaware.
18. In the event Contractor is successful in an action under the antitrust laws of the United States and/or the State of Delaware against a vendor, supplier, subcontractor, or other party who provides particular goods or services to the Contractor that impact the budget for this Contract, Contractor agrees to reimburse the State of Delaware, Department of Health and Social Services for the pro-rata portion of the damages awarded that are attributable to the goods or services used by the Contractor to fulfill the requirements of this Contract. In the event Contractor refuses or neglects after reasonable written notice by the Department to bring such antitrust action, Contractor shall be deemed to have assigned such action to the Department.
19. Contractor covenants that it presently has no interest and shall not acquire any interests, direct or indirect, that would conflict in any manner or degree with the performance of this Contract. Contractor further covenants that in the performance of this contract, it shall not employ any person having such interest.
20. Contractor covenants that it has not employed or retained any company or person who is working primarily for the Contractor, to solicit or secure this agreement, by improperly influencing the Department or any of its employees in any professional procurement process; and, the Contractor has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working primarily for the Contractor, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this agreement. For the violation of this provision, the Department shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

21. The Department shall have the unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other materials prepared under this Contract. Contractor shall have no right to copyright any material produced in whole or in part under this Contract. Upon the request of the Department, the Contractor shall execute additional documents as are required to assure the transfer of such copyrights to the Department.

If the use of any services or deliverables is prohibited by court action based on a U.S. patent or copyright infringement claim, Contractor shall, at its own expense, buy for the Department the right to continue using the services or deliverables or modify or replace the product with no material loss in use, at the option of the Department.

22. Contractor agrees that no information obtained pursuant to this Contract may be released in any form except in compliance with applicable laws and policies on the confidentiality of information and except as necessary for the proper discharge of the Contractor's obligations under this Contract.
23. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of this Contract shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Contract unless stated to be such in writing, signed by authorized representatives of all parties and attached to the original Contract.
24. If the amount of this contract listed in Paragraph C2 is over \$100,000, the Contractor, by their signature in Section E, is representing that the Firm and/or its Principals, along with its subcontractors and assignees under this agreement, are not currently subject to either suspension or debarment from Procurement and Non-Procurement activities by the Federal Government.

#### C. Financial Requirements

1. The rights and obligations of each Party to this Contract are not effective and no Party is bound by the terms of this contract unless, and until, a validly executed Purchase Order is approved by the Secretary of Finance and received by Contractor, *if required by the State of Delaware Budget and Accounting Manual*, and all policies and procedures of the Department of Finance have been met. The obligations of the Department under this Contract are expressly limited to the amount of any approved Purchase Order. The State will not be liable for expenditures made or services delivered prior to Contractor's receipt of the Purchase Order.
2. Total payments under this Contract shall not exceed \$ \_\_\_\_\_ in accordance with the budget presented in Appendix \_\_\_\_\_. Payment will be made upon receipt of an itemized invoice from the Contractor in accordance with the payment schedule, if any. The contractor or vendor must accept full payment by procurement (credit) card and or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs

or conditions. Contractor is responsible for costs incurred in excess of the total cost of this Contract and the Department is not responsible for such costs.

3. The Contractor is solely responsible for the payment of all amounts due to all subcontractors and suppliers of goods, materials or services which may have been acquired by or provided to the Contractor in the performance of this contract. The Department is not responsible for the payment of such subcontractors or suppliers.
4. The Contractor shall not assign the Contract or any portion thereof without prior written approval of the Department and subject to such conditions and revisions as the Department may deem necessary. No such approval by the Department of any assignment shall be deemed to provide for the incurrence of any obligations of the Department in addition to the total agreed upon price of the Contract.
5. Contractor shall maintain books, records, documents and other evidence directly pertinent to performance under this Contract in accordance with generally accepted accounting principles and practices. Contractor shall also maintain the financial information and data used by Contractor in the preparation of support of its bid or proposal. Contractor shall retain this information for a period of five (5) years from the date services were rendered by the Contractor. Records involving matters in litigation shall be retained for one (1) year following the termination of such litigation. The Department shall have access to such books, records, documents, and other evidence for the purpose of inspection, auditing, and copying during normal business hours of the Contractor after giving reasonable notice. Contractor will provide facilities for such access and inspection.
6. The Contractor agrees that any submission by or on behalf of the Contractor of any claim for payment by the Department shall constitute certification by the Contractor that the services or items for which payment is claimed were actually rendered by the Contractor or its agents, and that all information submitted in support of the claims is true, accurate, and complete.
7. The cost of any Contract audit disallowances resulting from the examination of the Contractor's financial records will be borne by the Contractor. Reimbursement to the Department for disallowances shall be drawn from the Contractor's own resources and not charged to Contract costs or cost pools indirectly charging Contract costs.
8. When the Department desires any addition or deletion to the deliverables or a change in the services to be provided under this Contract, it shall so notify the Contractor. The Department will develop a Contract Amendment authorizing said change. The Amendment shall state whether the change shall cause an alteration in the price or time required by the Contractor for any aspect of its performance under the Contract. Pricing of changes shall be consistent with those prices or costs established within this Contract. Such amendment shall not be effective until executed by all Parties pursuant to Paragraph B.14.

D. Miscellaneous Requirements

1. *If applicable*, the Contractor agrees to adhere to the requirements of DHSS Policy Memorandum # 46, (PM # 46, effective 3/11/05), and divisional procedures regarding the reporting and investigation of suspected abuse, neglect, mistreatment, misappropriation of property and significant injury of residents/clients receiving services, including providing testimony at any administrative proceedings arising from such investigations. The policy and procedures are included as Appendix \_\_\_\_\_ to this Contract. It is understood that adherence to this policy includes the development of appropriate procedures to implement the policy and ensuring staff receive appropriate training on the policy requirements. The Contractor's procedures must include the position(s) responsible for the PM46 process in the provider agency. Documentation of staff training on PM46 must be maintained by the Contractor.
2. The Contractor, including its parent company and its subsidiaries, and any subcontractor, including its parent company and subsidiaries, agree to comply with the provisions of 29 Del. Code, Chapter 58: "Laws Regulating the Conduct of Officers and Employees of the State," and in particular with Section 5805 (d): "Post Employment Restrictions."
3. *When required by Law*, Contractor shall conduct child abuse and adult abuse registry checks and obtain service letters in accordance with 19 Del. Code Section 708; and 11 Del. Code, Sections 8563 and 8564. Contractor shall not employ individuals with adverse registry findings in the performance of this contract.
4. *If applicable*, the Contractor agrees to adhere to the requirements of DHSS Policy Memorandum # 40, and divisional procedures regarding conducting criminal background checks and handling adverse findings of the criminal background checks. This policy and procedure are included as Appendix \_\_\_\_\_ to this Contract. It is understood that adherence to this policy includes the development of appropriate procedures to implement the policy and ensuring staff receive appropriate training on the policy requirements. The Contractor's procedures must include the title of the position(s) responsible for the PM40 process in the contractor's agency.
5. All Department campuses are tobacco-free. Contractors, their employees and sub-contractors are prohibited from using any tobacco products while on Department property. This prohibition extends to personal vehicles parked in Department parking lots.

E. Authorized Signatures:

For the Contractor:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

For the Department:

\_\_\_\_\_  
Vincent P. Meconi  
Secretary

\_\_\_\_\_  
Date

For the Division:

\_\_\_\_\_  
Jaime H. Rivera, MD, FAAP  
Director

\_\_\_\_\_  
Date

## **APPENDIX A**

### **DIVISION OF PUBLIC HEALTH REQUIREMENTS**

1. Funds received and expended under the contract must be recorded so as to permit the Division to audit and account for all contract expenditures in conformity with the terms, conditions, and provisions of this contract, and with all pertinent federal and state laws and regulations. The Division retains the right to approve this accounting system.
2. The Contractor shall recognize that no extra contractual services are approved unless specifically authorized in writing by the Division. Further, the Contractor shall recognize that any and all services performed outside the scope covered by this Contract and attached budgets will be deemed by the Division to be gratuitous and not subject to any financial reimbursement.
3. All products are expected to be free of misspellings and typos, as well as punctuation, grammatical and design errors. Acronyms should be avoided; when used, they should be spelled out on first reference with the acronym in parentheses after that reference. For example, 'Division of Public Health (DPH)' on first reference.
4. No part of any funds under this contract shall be used to pay the salary or expenses of any contractor or agent acting for the contractor, to engage in any activity (lobbying) designed to influence legislation or appropriations pending before the State Legislature and/or Congress.
5. The contractor agrees that, if defunding occurs, all equipment purchased with Division funds for \$1,000.00 or more and a useful life expectancy of one (1) year, will be returned to the Division within thirty (30) days.
6. Contractors receiving Federal funds must comply with all the requirements of the Federal Office of Management and Budget (OMB) Circular A-133, Audits of State, Local Governments, and Non-profit Organizations.

## APPENDIX B

### SERVICE AND BUDGET DESCRIPTION

1. Contractor: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone \_\_\_\_\_

E.I. No.: \_\_\_\_\_

2. Division: \_\_\_\_\_

3. Service: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

4. Total Payment shall not exceed \_\_\_\_\_.

5. Source of Contract Funding:

\_\_\_\_\_ Federal Funds (CFDA# \_\_\_\_\_ )

\_\_\_\_\_ State Funds

\_\_\_\_\_ Other Funds

\_\_\_\_\_ Combination of Funds

To be paid upon presentation of completed invoice and/or supporting documents (monthly), (quarterly), (semi-annually), (annually). Invoice must contain period of service, Vendor Invoice Number, Vendor EI Number, Contract Number, DPH Purchase Order Number and itemized description of the services provided to coincide with the contract deliverables. (See also Paragraph C.2. of the contract)

## APPENDIX F

### Client Capacity By Category By Service Site



## APPENDIX F - Client Capacity By Category By Service Site

Number of unduplicated clients expected to be served during the course of the contract year by category.

Service Site Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Category	Number of Unduplicated Clients
Adult Females (above age 19) - Full family planning service coverage (non-IUD)	
Adult Females (above age 19) - Full family planning service including IUD	
Adolescent Females (age 19 and below) Full family planning service coverage (non-IUD)	
Adolescent Females (age 19 and below) - Full family planning service including IUD	
Adult Males (above age 19)	
Adolescent Males (age 19 and below)	

Service Site Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Category	Number of Unduplicated Clients
Adult Females (above age 19) - Full family planning service coverage (non-IUD)	
Adult Females (above age 19) - Full family planning service including IUD	
Adolescent Females (age 19 and below) Full family planning service coverage (non-IUD)	
Adolescent Females (age 19 and below) - Full family planning service including IUD	
Adult Males (above age 19)	
Adolescent Males (age 19 and below)	

Copy and complete additional pages, if needed.

## **APPENDIX G**

### **Services Provided**

## APPENDIX G - SERVICES PROVIDED

**1 = Direct Service, on-site 3 = Paid referral 5 = Not provided**

**2 = Direct Service, off-site 4 = Provided by central grant administration**

**PROVIDER LOCATION(S):**

SERVICES	1, 2, 3, 4, 5
<b>A. Client Education and Counseling</b>	
<b>1. Informed Consent</b>	
<b>B. History</b>	
<b>1. Physical Assessment</b>	
<b>2. Lab Testing</b>	
<b>C. Fertility Regulation</b>	
<b>1. Diaphragm/Cervical Cap</b>	
<b>2. Male Condom</b>	
<b>3. Female Condom</b>	
<b>4. Spermicide</b>	
<b>5. IUD</b>	
<b>6. Oral Contraception</b>	
<b>7. Hormonal Implants</b>	
<b>8. Hormonal Injection (Progestin only, Combined)</b>	
<b>9. Vaginal Ring</b>	
<b>10. Hormonal Patch</b>	
<b>11. Emergency Contraception</b>	
<b>12. Fertility Awareness Methods</b>	
<b>13. Sterilization (Female)</b>	
<b>14. Sterilization (Male)</b>	
<b>D. Level I Infertility Services</b>	
<b>E. Pregnancy Diagnosis/Counseling</b>	
<b>F. Sexually Transmitted Disease Testing (Specify: i.e. HIV, GC, Syphilis, Herpes, Chlamydia, BV)</b>	
<b>G. Sexually Transmitted Disease Treatment</b>	
<b>H. HIV Services</b>	
<b>I. Identification of Estrogen-Exposed Offspring</b>	
<b>J. Minor Gyn Problems</b>	
<b>K. Health Promo/Disease Prevention</b>	
<b>L. Special Gyn Procedures</b>	
<b>M. Other Services (Specify):</b>	

## **APPENDIX H**

### **Service Site Information**

**APPENDIX H - SERVICE SITE INFORMATION**

<b>CLINIC LOCATION (S)</b>	<b>CITY</b>	<b>SERVICE AREA (City, County, Other)</b>	<b>OFFICE DAYS &amp; HOURS</b>	<b>CLINIC DAYS &amp; HOURS</b>	<b>NUMBER OF FAMILY PLANNING CLIENTS PROJECTED</b>

Copy and complete additional pages, if needed.

## **APPENDIX I**

### **Staffing Inventory**

## APPENDIX I - Staffing Inventory

(This chart must reflect all staff who support services to Family Planning clients regardless of how the staff position is funded or how the services for the client are funded).

### Clinical Provider Staff (Physician, Advance Practice Nurse, Physician Assistant, etc)

Name	Medical Credentials (such as MD, DO, APN, CNM)	FTE	Service Site

### Management Staff (CEO, Fiscal, Marketing, etc)

Name	Title	FTE	Service Site

### Administrative Support Staff (Reception, Scheduling, Records, etc)

Name	Title	FTE	Service Site

### Other Staff (Social Work, Dietician, Counseling, etc)

Name	Title	FTE	Service Site

Copy and complete additional pages, if needed.

## **APPENDIX J**

### **Budget/Funding Projections**



## APPENDIX J - Budget/Funding Projections

Multi-Year Budget Projection (List the gross budget by category for Family Planning services for each year).

Category	Year 1	Year 2	Year 3	Year 4	Year 5
Staff/Personnel					
Fringe					
Travel					
Supplies					
Contracted Services					
Equipment					
Indirect Costs					
Other1 (Describe)_____					
—					
Other2 (Describe)_____					
—					
Other3 (Describe)_____					
—					
Other4 (Describe)_____					
—					
Total					

Multi-Year Funding Projection (List all income and funding sources and amounts for Family Planning services for each year).

Category	Year 1	Year 2	Year 3	Year 4	Year 5
Medicaid					
Medicare					
Other Public Insurance					
Private Insurance					
Client Payments					
Other Federal Sources					
Other State Sources					
Other Source1: (Describe)_____					
—					
Other Source2: (Describe)_____					
—					
Other Source3: (Describe)_____					

—					
Other Source4: (Describe)_____					
—					
Total					

Copy and complete additional pages, if needed.

## **APPENDIX K**

### **Federal Title X Compliance Form**

## APPENDIX K – Federal Title X Compliance Form

### TITLE X ASSURANCE OF COMPLIANCE

\_\_\_\_\_ assures that it will:  
(Name of Organization)

Provide services without subjecting individuals to any coercion to accept services or coercion to employ or not to employ any particular methods of family planning. Acceptance of services must be solely on a voluntary basis and may not be made a prerequisite to eligibility for, or receipt of, any other services.

Provide services in a manner which protects the dignity of the individual.

Provide services without regard to religion, race, color, national origin, handicapping condition, age, sex, number of pregnancies, or marital status.

Not provide abortions as a method of family planning.

Provide that priority in the provision of services will be given to persons from low-income families.

Further: \_\_\_\_\_ certifies that it will:  
(Name of Organization)

Encourage family participation in the decision of the minor seeking family planning services.

Provide counseling to minors on how to resist coercive attempts to engage in sexual activities.

From Part 59—Grants for Family Planning Services, Subpart A, Section 59.5(a) 2, 3, 4, 5 and 6.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

## **APPENDIX L**

### **Delaware Census Statistics**



## U.S. Census Bureau

### State & County QuickFacts

People QuickFacts	Delaware
1 Population, 2006 estimate	853,476
1 Population, percent change, April 1, 2000 to July 1, 2006	8.9%
1 Population, 2000	783,600
1 Persons under 5 years old, percent, 2006	6.6%
1 Persons under 18 years old, percent, 2006	23.8%
1 Persons 65 years old and over, percent, 2006	13.4%
1 Female persons, percent, 2006	51.5%
1 White persons, percent, 2006 (a)	74.5%
1 Black persons, percent, 2006 (a)	20.9%
1 American Indian and Alaska Native persons, percent, 2006 (a)	0.4%
1 Asian persons, percent, 2006 (a)	2.8%
1 Native Hawaiian and Other Pacific Islander, percent, 2006 (a)	0.1%
1 Persons reporting two or more races, percent, 2006	1.4%
1 Persons of Hispanic or Latino origin, percent, 2006 (b)	6.3%
1 White persons not Hispanic, percent, 2006	69.0%
1 Living in same house in 1995 and 2000, pct 5 yrs old & over	56.0%
1 Foreign born persons, percent, 2000	5.7%
1 Language other than English spoken at home, pct age 5+, 2000	9.5%
1 High school graduates, percent of persons age 25+, 2000	82.6%
1 Bachelor's degree or higher, pct of persons age 25+, 2000	25.0%
1 Persons with a disability, age 5+, 2000	131,794
1 Mean travel time to work (minutes), workers age 16+, 2000	24.0
1 Housing units, 2006	382,828
1 Homeownership rate, 2000	72.3%
1 Housing units in multi-unit structures, percent, 2000	18.7%
1 Median value of owner-occupied housing units, 2000	\$130,400
1 Households, 2000	298,736
1 Persons per household, 2000	2.54
1 Median household income, 2004	\$49,545
1 Per capita money income, 1999	\$23,305
1 Persons below poverty, percent, 2004	9.6%
Geography QuickFacts	Delaware
1 Land area, 2000 (square miles)	1,953.56
1 Persons per square mile, 2000	401.0

(a) Includes persons reporting only one race.

(b) Hispanics may be of any race, so also are included in applicable race categories.

Source U.S. Census Bureau: State and County QuickFacts. Data derived from Population Estimates, Census of Population and Housing, Small Area Income and Poverty Estimates, State and County Housing Unit Estimates, County Business Patterns, Nonemployer Statistics, Economic Census, Survey of Business Owners, Building Permits, Consolidated Federal Funds Report

Last Revised: Wednesday, 02-Jan-2008 15:09:23 EST

## **APPENDIX M**

### **Delaware FPAR and Demographic Information**

## APPENDIX M

Below is information from the Family Planning Annual Report for calendar years 2005, 2006 and 2007. The information reflects the total number of adult and adolescent females and males served in the Delaware Title X Family Planning Program.

2005	2006	2007
Female > 19 – 13,809	Female > 19 – 15,680	Female > 19 – 15,404
Female ≤ 19 – 6,411	Female ≤ 19 – 7,705	Female ≤ 19 – 6,943
Male > 19 – 3,529	Male > 19 – 3,642	Male > 19 – 3,599
Male ≤ 19- 634	Male ≤ 19- 748	Male ≤ 19 - 688

Population Demographics - The current Delaware population estimate is 853,476 (51.5% female and 48.5% male). Approximately, 57.2% of Delaware's population falls between age 15 and 54. This age range captures the bulk of the sexually active Delaware population within reproductive age. Further detail regarding Delaware's population is found in APPENDIX L.

According to census data, approximately 117,000 Delawareans, female and male, have income under 100% of the federal poverty level (FPL). The population is dispersed across Delaware's 1,954 square land miles in three counties: New Castle 62%, Kent 17% and Sussex 21%. For the population age 5 and older, 9.5% speak other than English at home. Spanish speaking Delawareans make up 4.7%, or 34,690, of this population. For clients speaking languages other than English or Spanish, 10,612 speak English less than "very well".

Medicaid Covered Population - For 2007, there was a monthly average in excess of 40,000 Medicaid eligible female patients between the ages of 13 and 50. These clients were in addition to the 8,000 females in the Medicaid Family Planning Waiver. For these nearly 50,000 clients, family planning services are covered through the Delaware Medicaid program.

Family Planning Clients – According to recent information from The Alan Guttmacher Institute:

- 92,530 Delaware women are in need of contraceptive services and supplies,
- 39,760 Delaware women (including 14,160 teenagers) are in need of publicly supported contraceptive services,
- 9% of Delaware women aged 15 – 44 have income under the federal poverty level,
- 11% of Delaware women aged 15 – 44 do not have private health insurance or Medicaid,



According to Center for Disease Control and Prevention (CDC) 2006 statistics, Delaware's teenage pregnancy rate of 10.7 ranks 33 (just above the national rate of 10.4). According to the National Campaign to Prevent Teen Pregnancy, a child born to a teen mother is four times more likely to grow up in poverty.

Delaware's 2006 AIDS case rate of 13.6, according to the Center for Disease Control and Prevention (CDC), ranks 10<sup>th</sup> nationally (Just above the national rate of 12.7).

In 2007, Delaware reported 3,479 cases of Chlamydia, 1293 cases of Gonorrhea and 63 Syphilis cases (all stages). Sexually Transmitted Diseases (STDs) in Delaware affect mostly adolescents and young adults between the ages of 15-29. Delaware reported 4,698 cases of STDs for this age group which represented 76% of all reported cases.

Regarding incidence of Cancer in Delaware, the most recent five year report for 2000 – 2004 indicates the most frequently diagnosed cancers among Delawareans as follows: prostate 15.6, breast 13.5, and colorectal 10.8. Delaware's overall cancer rate is higher than the national average.

## **APPENDIX N**

### **Consent Form (Sample)**

**CONSENT FOR EXAMS – TESTS - TREATMENT – SERVICES**

I agree that I or my child (please print) \_\_\_\_\_

Be examined, have appropriate tests, receive treatment, receive referrals, or receive any other services by a person authorized by this office.

I certify that I am the \_\_\_\_ mother \_\_\_\_ father \_\_\_\_ legal guardian of the above named child. \_\_\_\_ Not applicable

I agree to accept responsibility for any additional and/or follow-up care that may not be available from this office. In case of emergency, I have been told to go to my private doctor or local emergency room.

I agree to release and hold harmless this medical office and/or employees from any liability for physical injuries suffered as a result of any exams, test treatment, and/or services received in addition, I consent to the office taking samples, cultures, or lab tests that they deem necessary.

I have had the opportunity to receive and review the Health Insurance Portability and Accountability Act Notice of Privacy Practices.

This consent shall apply to these medical offices actions for medical care for a period of one year from the date of signature.

\_\_\_\_\_  
(Client/Parent/Guardian Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Office Agent Signature)

\_\_\_\_\_  
Date

## **APPENDIX O**

### **Method Specific Consent Form (Sample)**

**ORTHO EVRA PATCH (BIRTH CONTROL PATCH)  
INFORMATION SHEET**

Before you give your consent, be sure you understand the pros and cons of using the Patch. This form outlines the possible complications that can occur with the Patch, and the danger signs you should watch for while you are using the Patch. If you have any question, we will discuss them with you. You can change your mind at any time about using this method. Should this occur please contact the office. Remember that your consent is entirely voluntary

Of 100 women using the Patch about 1 may become pregnant during the first year of actual use. The Patch does provide highly effective birth control protection and there is less chance of getting pregnant if you use the Patch correctly and never forget a Patch.

**In addition to its benefits as method of birth control, some women experience the following benefits from using the Patch:**

Decreased menstrual cramps and blood loss, less iron deficiency anemia, some protection from non- cancerous breast tumors and ovarian cysts, and fewer ectopic pregnancies.

Predictable, regular menstrual cycles, less acne, decreased risk of infection of pelvis, uterus or tubes (P.I.D.), some protection from ovarian and endometrial cancers

There may be less protection from pregnancy when the patch is used with some drugs, including drugs to control seizures, certain antibiotics and others you should talk to your health care provider about what to do if you take any other medicine with the Patch.

If you see a health care provider for any reason, you should tell him/her that you are using the Patch.

If you want to get pregnant, you should stop using the Patch and use another method until your periods become regular. Normal cycles usually return in a few months, but rarely a woman may have trouble getting pregnant, you should not begin to use the Patch if there is any chance that you might be pregnant.

Patch users have slightly greater chance than non-users of developing certain serious problems that may become fatal in rare cases, including:

**Blood clots**

**Heart attack (to woman age 35 and older)**

**Stroke**

**Liver tumors**

**The chances of developing serious health problems increase with age, when certain other health risk factors are present, such as:**

Smoking more than 15 cigarettes per day

High blood pressure

Diabetes

Age 35 and over  
Liver tumors

**Patch use is ruled out if you have had now have or develop in the future:**

Blood clots  
Serious liver disease  
Any suspicion of abnormal growth or cancer of the breast or uterus  
Inflammation of the veins  
Unexplained bleeding from the vagina  
Body weight equal to or greater the 198 pounds

You may need special tests to see whether you should use the Patch if there is a family history of certain condition such as: diabetes, high cholesterol, heart attack, or stroke.

**Some minor reaction to the Patch may include:**

Nausea, vomiting  
Weight gain or loss  
Irritation at application site of the patch  
Breast tenderness  
Spotting between periods

**You need to watch for the following Patch danger signals, Report any to a health care provider immediately.**

Chest or arm pain  
Unusual swelling or pain in the legs  
Eye problems such as blurred or double vision  
Yellowing of the skin or eyes  
Shortness of breath  
Severe headaches  
Pain in the abdomen  
Severe depression

## CONSENT FOR ORTHO EVRA PATCH BIRTH CONTROL

### **I accept that:**

The risk to life and health is greater from pregnancy than from Patch use, except when a woman is age 35 or older or smoke heavily.

A clinician is available to answer any question I may have.

No guarantee or assurance has been made to me as to the results if I use patch contraceptive or any other method of birth control. I understand that regular check-ups are necessary while using the Patch and I will need to return for follow-up care.

**I accept that** if tests taken for sexually transmitted diseases are positive; reporting of certain positive results to public health agencies is required by law.

**I agree to accept** responsibility for any additional and/or follow-up care that may be available from Public Health. I have been told how to get medical care in case of emergency.

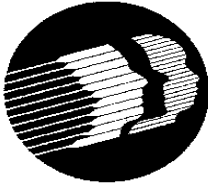
<b>Signed</b> _____	<b>Witness</b> _____	<b>Date</b> _____
<b>Signed</b> _____	<b>Witness</b> _____	<b>Date</b> _____
<b>Signed</b> _____	<b>Witness</b> _____	<b>Date</b> _____
<b>Signed</b> _____	<b>Witness</b> _____	<b>Date</b> _____
<b>Signed</b> _____	<b>Witness</b> _____	<b>Date</b> _____

## **APPENDIX P**

### **Employee Awareness/Confidential and Voluntary Nature of Program**



APPENDIX P - Employee Awareness/Confidential and Voluntary Nature of Program



**Delaware Department of Health and Social Service**  
**Division of Public Health**

**STATEMENT OF UNDERSTANDING OF**  
**VOLUNTARY AND CONFIDENTIAL NATURE OF TITLE X FAMILY PLANNING SERVICES**

VOLUNTARY NATURE OF TITLE X FAMILY PLANNING SERVICES: Title 42, Chapter I,  
Subpart A, Sec. 59.5(a)(2)

“Provide services without subjecting individuals to any coercion to accept services or to employ or not to employ any particular methods of family planning. Acceptance of services must be solely on a voluntary basis and may not be made a prerequisite to eligibility for, or receipt of, any other services, assistance from or participation in any other program of the applicant.”

CONFIDENTIAL NATURE OF TITLE X FAMILY PLANNING SERVICES: Title 42, Chapter I,  
Subpart A, Sec. 59.11

“All information as to personal facts and circumstances obtained by the project staff about individuals receiving services must be held confidential and must not be disclosed without the individual's documented consent, except as may be necessary to provide services to the patient or as required by law, with appropriate safeguards for confidentiality. Otherwise, information may be disclosed only in summary, statistical, or other form which does not identify particular individuals.”

I, \_\_\_\_\_, have read and understand the Voluntary and Confidentiality requirements of the Title X Family Planning Program. I also understand that violation of the policies regarding the voluntary and confidential nature of this program makes me subject to civil and/or criminal penalties, as well as Delaware Health and Social Services (DHSS) disciplinary action, if appropriate.

\_\_\_\_\_  
Name (print)

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**APPENDIX Q**  
**Family Planning Reception Area Sign (Sample)**

# Family Planning Services Provided Here

Services are Confidential and Voluntary.

Services may be covered by your medical insurance.

Services may be offered on a sliding fee scale based on family size and income. (Inquire with the receptionist for a copy of the sliding fee scale).

Services do not require any donation.

For more information, please inquire at the reception desk or visit the Delaware Public Health Family Planning website at: [reproductivehealth.dhss.delaware.gov](http://reproductivehealth.dhss.delaware.gov)

## APPENDIX R

### Invoice (Sample)

**(LETTERHEAD)**

To: Family Planning Director  
Division of Public Health  
417 Federal Street  
Dover, DE 19901

From:

- Invoice Prepared By Signature:
- Invoice Date:
- Service Period: Title X Family Planning Invoice for services rendered during April 2005
- Contract #: XXXXXXXXXX
- Invoice #: XXXXXXXXXX

xxx Adolescents females @ \$xx per unduplicated patient	= \$xxx.xx
xxx Females @ \$xx per unduplicated patient	= \$xxx.xx
xxx Males @ \$xx per unduplicated patient	= \$xxx.xx
Total Invoice for April 2005	= \$xxx.xx

- Please make checks payable to: XXXXXXXXXXXXXXXXXXXXXXXXXXXX
- Mail payment to: Attn: XXXXXXXXXXXXXXXXXXXX  
XXXXXXXXXXXXXXXXXXXXXXXXX  
XXXXXXXXXXXXXXXXXXXXXXXXX  
XXXXXXXXXXXXXXXXXXXXXXXXX

## **APPENDIX S**

### **Sliding Fee Scale (Sample)**

## APPENDIX S – Sliding Fee Scale – Sample Portion

### REPRODUCTIVE HEALTH FEE SCHEDULE FAMILY PLANNING AND STD SERVICES

	CATEGORY I Below 100% FPL	CATEGORY II 101-133% FPL	CATEGORY III 134-150% FPL	CATEGORY IV 151-185% FPL	CATEGORY V 186-200% FPL	CATEGORY VI 201-250% FPL	Greater than 250% FPL
Initial/Annual Visit	\$0	\$14	\$43	\$72	\$101	\$130	\$144
Follow up visit (Med prob)	\$0	\$9	\$27	\$44	\$62	\$80	\$89
Minimal visit (wt,BP,etc)	\$0	\$4	\$12	\$20	\$28	\$36	\$40
<b>SUPPLIES</b>							
Birth Control Pills/cycle	\$0	\$1	\$2	\$3	\$4	\$5	\$6
Condoms/10	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Cream/Gel	\$0	\$1	\$3	\$5	\$6	\$8	\$9
Depo-Provera	\$0	\$4	\$13	\$21	\$30	\$39	\$43
Lunelle Injection	\$0	\$3	\$8	\$13	\$18	\$23	\$25
Diaphragm	\$0	\$2	\$7	\$12	\$17	\$22	\$24
Foam	\$0	\$1	\$2	\$3	\$4	\$5	\$5
Ortho Evra Patch	\$0	\$1	\$3	\$5	\$7	\$9	\$10
Emergency Cont. Pill	\$0	\$1	\$2	\$3	\$4	\$5	\$6
Hep B (each shot)	\$0	\$1	\$2	\$4	\$6	\$7	\$8
<b>LABORATORY PROCEDURES AND TESTS</b>							
Chlamydia	\$0	\$4	\$12	\$20	\$29	\$37	\$41
Gonorrhea	\$0	\$4	\$12	\$20	\$29	\$37	\$41
Cholesterol Total	\$0	\$1	\$3	\$5	\$6	\$8	\$9
Cholesterol/Triglycerides	\$0	\$2	\$6	\$10	\$13	\$17	\$19
Glucose (Reg or 2 hour)	\$0	\$1	\$2	\$4	\$6	\$7	\$8
Lipid Profile I	\$0	\$2	\$6	\$10	\$13	\$17	\$19
Pap Smears	\$0	\$2	\$5	\$8	\$11	\$14	\$16
Triglycerides	\$0	\$1	\$3	\$5	\$7	\$9	\$10

## **APPENDIX T**

### **Charges, Billing, and Collections For Family Planning Services**



## **Appendix T - Charges, Billing, and Collections For Family Planning Services**

### **Charges, Billing, and Collections For Family Planning Services**

A bidder is responsible for submitting a schedule for charging, billing, and collecting funds for the services provided. The schedule of fees and procedures must be approved by the Program.

Clients must not be denied project services, or be subjected to any variation in quality of services, because of the inability to pay. Billing and collection procedures must have the following characteristics:

- (1) Charges must be based on a cost analysis of all services provided. At the time of services, clients who are responsible for paying any fee for their services must be given bills directly. In cases where a third party is responsible, bills must be submitted to that party.
- (2) A schedule of discounts must be developed and implemented with sufficient proportional increments so that inability to pay is never a barrier to service. A schedule of discounts is required for individuals with family incomes between 101% and 250% of the Federal poverty level. Fees must be waived for individuals with family incomes above this amount who, as determined by the service site project director, are unable, for good cause, to pay for family planning services.
- (3) Clients whose documented income is at or below 100% of the Federal poverty level must not be charged, although projects must bill all third parties authorized or legally obligated to pay for services.
- (4) Individual eligibility for a discount must be documented in the client's financial record.
- (5) Bills to third parties must show total charges without applying any discount.
- (6) Where reimbursement is available from Title XIX or Title XX of the Social Security Act, a written agreement with the Title XIX or the Title XX state agency at either the grantee level or delegate/contract agency level is required.
- (7) Bills to clients must show total charges less any allowable discounts.
- (8) Eligibility for discounts for minors who receive confidential services must be based on the income of the minor.
- (9) Reasonable efforts to collect charges without jeopardizing client confidentiality must be made.
- (10) A method for the "aging" of outstanding accounts must be established.

(11) Voluntary donations from clients are permissible. However, clients must not be pressured to make donations, and donations must not be a prerequisite to the provision of services or supplies. Donations from clients do not waive the billing/charging requirements set out above.

(12) Client income should be re-evaluated at least annually.

NOTE: For the form below, a bidder may insert additional steps for assessing the client payment amount. However, the lowest step on the chart must be for clients with income at or below 100 % Federal Poverty Level (FPL). For those clients a \$0 client payment amount is mandated. Also, the highest step must be for clients with income above 250% FPL (and those clients must have a client payment amount of the full cost of services). Between 100 % FPL and 250 % FPL, the bidder must have at least three graduated steps of increasing client payment for services. A Bidder may choose to have more than three graduated steps between 100 FPL and 250 % FPL.

Adapt the chart below to reflect a sliding fee scale for clients. Insert additional columns, if more than three steps between 100%FPL and 250% FPL are needed. Also, add additional rows to accommodate all services.

Fee Category		≤100%	100% to ???%	???% to ???%	???% to 250%	> 250%
Procedure Code (If applicable)	Description of Service	\$0 Charge	Step 1 Charge	Step 2 Charge	Step 3 Charge	Full Charge
		\$0				
		\$0				
		\$0				
		\$0				
		\$0				
		\$0				
		\$0				
		\$0				
		\$0				

## **APPENDIX U**

### **Family Planning Annual Report – FPAR, Forms and Instructions**

This document will be available at the Pre-bid meeting  
on October 27, 2008.

## **APPENDIX V**

### **Program Guidelines For Project Grants For Family Planning Services**

This document is available at the following website.

<http://www.hhs.gov/opa/familyplanning/policyplanningeval/programguidelines/index.html>